

April 6, 1999

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OFFICE OF THE
EXECUTIVE SECRETARY **ORIGINAL**

VIA OVERNIGHT DELIVERY

K. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

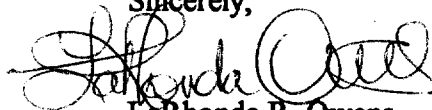
Re: **WinStar Wireless, Inc. - Docket No. 98-00727**

Dear Mr. Waddell:

Pursuant to the Authority's letter dated January 12, 1999 in the above-referenced docket, enclosed please find an original and thirteen (13) copies of WinStar Wireless, Inc.'s TN.R.A. Tariff No. 2. This tariff is being submitted in compliance with Regulatory Authority's direction in the above referenced docket and for the purpose of introducing new services WinStar will offer in the State of Tennessee. This Tariff is being filed to become effective on thirty (30) days notice and bears an issued date of April 7, 1999 and an effective date of May 7, 1999.

Should you have any questions, please do not hesitate to contact me at (202) 530-7645.

Sincerely,



LaRhonda R. Owens
Regulatory Analyst

Enclosures

cc: Robert F.X. Condon (w/o encl.)
Kathy Cooper, Esq. (w/encl.)

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER
COMMUNICATIONS SERVICES WITHIN
THE STATE OF TENNESSEE

Issued: November 22, 1996

Effective: December 22, 1996

Issued By: Robert G. Berger
Vice President Legal/Regulatory
1146 19th Street N.W., Suite 250
Washington, D.C. 20036

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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|---|--|
| C | To signify changed regulation. |
| D | To signify discontinued rate or regulation. |
| I | To signify increased rate. |
| M | To signify a move in the location of text. |
| N | To signify new rate or regulation. |
| R | To signify reduced rate. |
| S | To signify reissued matter. |
| T | To signify a change in text but no change in rate or regulation. |

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by WinStar Wireless, Inc., to customers within the State of Tennessee.

WinStar Wireless, Inc.'s registered agent in the State of Tennessee is HIQ Corporate Services, Inc., 258 Harding Place, Nashville, Tennessee 37205.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp On: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

DEFINITIONS (CONT'D)**Call Forwarding (cont'd)**

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

DEFINITIONS (CONT'D)

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: WinStar Wireless, Inc. ("WinStar"), the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

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DEFINITIONS (CONT'D)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation which is designated by the Customer as a user of services furnished to the Customer by WinStar and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

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DEFINITIONS (CONT'D)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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REGULATIONS

Issued: November 22, 1996

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REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Tennessee.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

2.1.3.4 In any action between the parties to enforce any provision to this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions (Cont'd)**

2.1.3.5 Service may be terminated upon written notice to the Customer if:

- A. the Customer is using the service in violation of this tariff; or
- B. the Customer is using the service in violation of the law.

2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

2.1.3.7 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.1.3.8 To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the Other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company**

2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, the acts or omissions or negligence, except for willful neglect or willful default of the Company's employees or agents.

2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.4 Liability of the Company (Cont'd)**

2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers except where contracted by the Company.

2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company shall not be liable for any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim.

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from equipment damage, notification to the Customer may not be possible.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities**

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer except as provided by contract.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.6 Provision of Equipment and Facilities (Cont'd)**

2.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.7 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- 2.1.8.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2.1.8.2 of a type other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.3 over a route other than that which the Company would normally utilize in the furnishing of its services;
- 2.1.8.4 in a quantity greater than that which the Company would normally construct;
- 2.1.8.5 on an expedited basis;
- 2.1.8.6 on a temporary basis until permanent facilities are available;
- 2.1.8.7 involving abnormal costs; or
- 2.1.8.8 in advance of its normal construction.

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REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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REGULATIONS (CONT'D)**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PSC regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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REGULATIONS (CONT'D)**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- 2.3.1.1 the payment of all applicable charges pursuant to this tariff;
- 2.3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.3.1.4 any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company subject to, the Customer's prior approval. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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REGULATIONS (CONT'D)**2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

- 2.3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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REGULATIONS (CONT'D)**2.3 Obligations of the Customer (Cont'd)****2.3.1 General (Cont'd)**

2.3.1.6 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be reasonably required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any reasonable time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

2.3.1.7 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

2.3.1.8 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS (CONT'D)**2.3 Obligations of the Customer (Cont'd)****2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

2.3.2.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.3.2.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels (Cont'd)****2.4.3 Interconnection of Facilities**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense subject to the Customer's approval.

2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

REGULATIONS (CONT'D)**2.4 Customer Equipment and Channels (Cont'd)****2.4.4 Inspections**

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.5.2 Billing and Collection of Charges

2.5.2.1 Non-recurring charges are due and payable from the Customer within 15 days after the invoice date.

2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 15 days after the invoice date. Usage charges will be billed after the month in which the charges are incurred. Charges will be due and payable within 15 days after the invoice date.

2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.2 Billing and Collection of Charges (Cont'd)**

2.5.2.4 Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2.5 If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon receipt, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5% per month.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished where special construction is involved. The advance payment will not exceed an amount equal to the unrecurring charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.4 Deposits**

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- A. two month's charges for a service or facility which has a minimum payment period of one month; or
- B. The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that the termination charge is applicable.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will refund the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate specified by the Tennessee Public Service Commission.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service**

2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.

2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.5 Discontinuance of Service (Cont'd)**

2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.5.6 Upon the Company's discontinuance of service to the Customer under Section 2.5.5.1 or 2.5.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.6 Cancellation of Application for Service**

2.5.6.1 Applications for service are noncancellable unless the Company otherwise agreed. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six percent).

2.5.6.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.5.6.4 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.7 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

The Customer is responsible for the payment of Federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

2.5.9 Disputed Bills

The Customer shall notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. Customer has the option to address concerns with the Tennessee Regulatory Authority:

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Or the Customer may reach the Company through its Consumer Assistance Hotline at: 888-961-8800.

REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.1 Credit for Interruptions (Cont'd)**

2.6.1.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one cumulative interruption.

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REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.1 Credit for Interruptions (Cont'd)****2.6.1.3 (Cont'd)**

Interruptions Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- 2.6.2.1 interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2.6.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities, except when contracted by the Company;
- 2.6.2.3 interruptions due to the failure or malfunction of non-Company equipment, except when contracted by the Company;
- 2.6.2.4 interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 2.6.2.5 interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 2.6.2.6 interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- 2.6.2.7 interruption of service due to circumstances or causes beyond the reasonable control of Company.

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REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service (Cont'd)****2.6.3 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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REGULATIONS (CONT'D)**2.7 Use of Customer's Service by Others****2.7.1 Resale and Sharing**

Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws Tennessee Regulatory Authority regulations governing such resale or sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

REGULATIONS (CONT'D)**2.8 Cancellation of Service**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with:

- 2.8.1 all Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2.8.2 any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 2.8.3 all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

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REGULATIONS (CONT'D)**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS (CONT'D)**2.10 Notices and Communications**

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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REGULATIONS (CONT'D)**2.11 Operator Services Rules**

2.11.1 The Company will enforce the following operator service rules:

A provider of intrastate operator assisted communications services must:

- 2.11.1.1 identify itself at the time the end-user accesses its services;
- 2.11.1.2 upon request, quote all rates and charges for its services to the end-user accessing its system;
- 2.11.1.3 arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - A. the operator service provider's name and address;
 - B. bill and service dispute calling information including the operator service provider's dispute resolution phone number;
 - C. clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - D. notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party which will appear on the operator service provider's bill for services rendered.

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REGULATIONS (CONT'D)**2.11 Operator Services Rules (Cont'd.)****2.11.1.3 (Cont'd.)**

- E. in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation which may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- F. in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

2.11.2 The Company will comply with the following provisions:

Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement which restricts end-user selection among competing interexchange telephone corporations or end users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

APPLICATION OF RATES

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APPLICATION OF RATES**3.1 Introduction**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

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APPLICATION OF RATES (CONT'D)**3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4. FCC Access Services Tariff, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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APPLICATION OF RATES (CONT'D)**3.3 Rates Based Upon Distance (Cont'd)**

3.3.2 The airline distance between any two Rate Centers is determined as follows:

3.3.2.1 Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate Center from the above-referenced NECA tariff.

3.3.2.2 Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

3.3.2.3 Square each difference obtained in step (b) above.

3.3.2.4 Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.

3.3.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

3.3.2.6 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.3.2.7 FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

MESSAGE TOLL SERVICE

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MESSAGE TOLL SERVICE**4.1 Description****4.1.1 Switched MTS**

enables users of Company-provided exchange access services to place calls to any station on the public switched telecommunications network bearing an NPA/NXX designation associated with points outside the Customer's local calling area, but within the State of Tennessee

4.1.2 Dedicated MTS

enables a user of an exchange access line provided by the Company or another certificated local exchange carrier, which has been pre-subscribed to the Company to originate and receive calls on the public switched telecommunications network within the State of Tennessee. Calls to stations bearing an NPA/NXX designation associated with a point outside the Customer's LATA may be placed by dialing 1+ the 10-digit number. Calls to stations bearing an NPA/NXX designation associated with a point inside the Customer's LATA may be placed by dialing 10 XXX + the 10-digit telephone number.

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MESSAGE TOLL SERVICE (CONT'D)**4.2 Rates**

All rates are per minute unless otherwise indicated.

4.2.1 Month-to-Month

Switched: \$0.159
Dedicated: \$0.119

4.2.2 One-Year Commitment

Switched: \$0.157
Dedicated: \$0.117

4.2.3 Two-Year Commitment

Switched: \$0.155
Dedicated: \$0.115

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TOLL FREE SERVICE

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TOLL FREE SERVICE**5.1 Description**

800/888 Service provides the Customer with a telephone number within the 800/888 NPA, enabling the Customer or User to receive incoming calls to that number which originate from any station on the public switched telecommunications network within the State of Tennessee. All charges for incoming 800/888 calls are billed to the Customer.

PIN 800/888 Service is identical to the Company's 800/888 Service, except that a Company-provided Personal Identification Number (PIN) is required to access the Customer's 800/888 service.

5.2 Rates

All rates are per minute unless otherwise indicated.

5.2.1 Month-to-Month

Switched: \$0.159
Dedicated: \$0.119

5.2.2 One-Year Commitment

Switched: \$0.157
Dedicated: \$0.117

5.2.3 Two-Year Commitment

Switched: \$0.155
Dedicated: \$0.115

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MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

6.1 Operator Services

6.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines which the Customer has pre-subscribed to the Company's Pre-Subscribed MTS.

6.1.2 Definitions

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated thirty-party station.

Collect Call: Calls completed with the assistance of a Company Operator for which charges are billed, not to the originating telephone number, but to the destination or terminating telephone number.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Billed to Non-Proprietary Calling Card or Commercial Credit Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier or commercial credit card.

MISCELLANEOUS SERVICES (CONT'D)**6.1 Operator Services (Cont'd)****6.1.3 Rates**

Local exchange, IntraLATA, and InterLATA calls may be placed on an Operator Assisted basis.

OPERATOR SERVICE USAGE RATES (All rates are per minute, unless otherwise indicated)						
<i>Day</i>			<i>Evening</i>		<i>Night/Weekend</i>	
	<i>First</i>	<i>Additional</i>	<i>First</i>	<i>Additional</i>	<i>First</i>	<i>Additional</i>
<i>Mileage</i>						
0-10	\$0.1199	\$0.1199	\$0.0999	\$0.0999	\$0.0699	\$0.0699
11-22	\$0.1299	\$0.1299	\$0.1099	\$0.1099	\$0.0699	\$0.0699
23-55	\$0.1899	\$0.1899	\$0.1199	\$0.1199	\$0.0699	\$0.0699
56-124	\$0.1990	\$0.1990	\$0.1299	\$0.1299	\$0.1180	\$0.1180
125-430	\$0.2099	\$0.2099	\$0.1399	\$0.1399	\$0.1199	\$0.1199
431+	\$0.2199	\$0.2199	\$0.1475	\$0.1475	\$0.1280	\$0.1280

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Per Call Charges

Person-to-Person	\$3.00
Collect Call	\$1.94
Operator Dialed Charge (applies in addition to other operator charges)	\$1.00

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MISCELLANEOUS SERVICES (CONT'D)**6.1 Operator Services (Cont'd)****6.1.3 Rates (Cont'd)**

Billed to Non-Proprietary Calling Card \$1.94
or Commercial Credit Card
(additional surcharge)

Billed to Domestic Third Party \$1.94

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MISCELLANEOUS SERVICES (CONT'D)**6.2 Busy Line Verify and Line Interrupt Service****[THIS SERVICE IS NOT AVAILABLE AT THIS TIME]****6.2.1 Description**

Upon request of a calling party the Company will verify a busy condition on a called line.

6.2.1.1 The operator will determine if the line is clear or in use and report to the calling party.

6.2.1.2 The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

6.2.2 Regulations

6.2.2.1 A charge will apply when:

- A. The operator verifies that the line is busy with a call in progress.
- B. The operator verifies that the line is available for incoming calls.
- C. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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MISCELLANEOUS SERVICES (CONT'D)**6.2 Busy Line Verify and Line Interrupt Service (Cont'd)****6.2.2 Regulations (Cont'd)****6.2.2.2 No charge will apply:**

- A. When the calling party advises that the call is to or from an official public emergency agency.
- B. Under conditions other than those specified in 6.2.2. preceding.

6.2.2.3 Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

6.2.2.4 The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.2.3 Rates

Busy Line Verify Service (each request)	\$XX.XX
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Busy Line Verify and Busy Line Interrupt Service (each request)	\$XX.XX
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MISCELLANEOUS SERVICES (CONT'D)**6.3 Directory Assistance****6.3.1 Description**

Customers and Users of the Company's calling services (excluding 800 services), may obtain directory assistance in determining telephone numbers within the State of Tennessee by calling the Directory Assistance operator.

6.3.2 Rates

6.3.2.1 Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

	<u>Local</u>	<u>All Other</u>
Per Number Requested	No Charge	No Charge

6.3.2.2 A credit will be given for calls to Directory Assistance when:

- the Customer experiences poor transmission or is cut-off during the call,
- the Customer is given an incorrect telephone number, or

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

MISCELLANEOUS SERVICES (CONT'D)**6.4 Travel Card Service****6.4.1 Description**

WinStar Travel Card Service is provided to Customers for use when away from their established service location. Access to the service is gained by dialing a Company-designated access number, plus the Customer's WinStar Travel Card authorization number and the destination number. The WinStar Travel Card can be used to place operator-assisted and directory assistance calls, subject to any applicable additional charges as set forth herein.

6.4.2 Rates**Standard Usage Charges**

Per Minute	\$0.23
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SPECIAL ARRANGEMENTS

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SPECIAL ARRANGEMENTS**7.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Any such contracts are subject to the review of the Authority.

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SPECIAL ARRANGEMENTS (CONT'D)**7.2 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All such programs will be subject to the approval of the Tennessee Regulatory Authority.

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PROMOTIONAL OFFERINGS

Any customer who contracts with WinStar to provide service between the effective date of this Tariff page (date can be found at the bottom of the page) and 12:00 midnight on June 15, 1997, shall receive the rates shown below:

Month-to-Month*		One Year Commitment*		Two Year Commitment*	
Switched	Dedicated	Switched	Dedicated	Switched	Dedicated
\$0.159	\$0.119	\$0.115	\$0.070	\$0.113	\$0.068

* All rates are per minute unless otherwise indicated.

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FRAME RELAY SERVICES AND RATES**9. Frame Relay Services****9.1 Frame Relay WAN**

WinStar provides two Port methods to access its network, Dedicated Line and Local Access and also offers Network Port Speeds that range from 56 kbps to T1 to provide a selection of access options and prices.

Dedicated Line Access - direct access from the Customer's premises to WinStar's Frame Relay switch using private lease lines forming logical circuits which define the dedicated connection between the two points. Both PVC line and Port access charges apply when utilizing this method of access.

PVC - also referred to as Permanent Virtual Connection (PVC). PVC a service that establishes a fixed path between data terminal equipment.

Local Access - indirect access from the Customer's premises through a Local Exchange Carriers's (LEC) Frame Relay network to WinStar's Frame Relay switch. The connection is a pass through common port facility which Customer's share access, thereby reducing their access charges. The connection is made through a Network-to-Network Interface (NNI), which connects the Company's port to the LEC's via a single path. Both PVC line and Port access charges apply when utilizing this method of access.

Port Charges are the charges billed to the Customer for access into the network.

The Frame Relay Network provides continuous monitoring and fault Management to ensure network availability and performance twenty-four (24) hours a day, seven (7) days a week. WinStar also provides a Customer Care Center to ensure consistent quality of service and issue resolution.

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FRAME RELAY SERVICES AND RATES (Cont'd)**9. Frame Relay Services****9.2 Frame Relay Access Port Charges**

Port Speed	Monthly Recurring Charges	Port Installation Charge*	Port Change Charges*
56/64 kbps	\$146.20	\$200.00	\$100.00
128 kbps	\$326.88	\$250.00	\$100.00
256 kbps	\$562.92	\$250.00	\$100.00
384 kbps	\$832.91	\$250.00	\$100.00
512 kbps	\$911.46	\$250.00	\$100.00
768 kbps	\$1,050.54	\$250.00	\$100.00
1024 kbps	\$1,161.82	\$250.00	\$100.00
1536 kbps	\$1,305.00	\$250.00	\$100.00
Greater than 1536 kbps	ICB	ICB	ICB

* Port Installation Charge, Port Change Charge, PVC Change Charge, and PVC Installation Charge are non-recurring charges that apply to new installations or changes in Port size, additions, deletions, or logical connection changes.

** CIR -Committed Information Rate is the Customer's application insurance, as it can set the amount of guaranteed minimum throughput their applications require.

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FRAME RELAY SERVICES AND RATES (Cont'd)**9. Frame Relay Services****9.3 Frame Relay Permanent Virtual Connections (PVC)**

PVC CIR**	Monthly Charges	PVC Installation Charges	PVC Change
4 kbps	\$6.80	\$20.00	\$25.00
8 kbps	\$13.60	\$20.00	\$25.00
16 kbps	\$27.20	\$20.00	\$25.00
32 kbps	\$54.50	\$6.80	\$25.00
48 kbps	\$81.60	\$20.00	\$25.00
64 kbps	\$108.80	\$20.00	\$25.00
128 kbps	\$217.60	\$20.00	\$25.00
192 kbps	\$326.40	\$20.00	\$25.00
256 kbps	\$435.20	\$20.00	\$25.00
320 kbps	\$544.40	\$20.00	\$25.00
384 kbps	\$652.80	\$20.00	\$25.00
448 kbps	\$761.60	\$20.00	\$25.00
512 kbps	\$870.40	\$20.00	\$25.00
576 kbps	\$979.20	\$20.00	\$25.00
640 kbps	\$1,088.80	\$20.00	\$25.00
704 kbps	\$1,196.80	\$20.00	\$25.00
768 kbps	\$1,305.00	\$20.00	\$25.00
832 kbps	\$1,414.40	\$20.00	\$25.00
896 kbps	\$1,523.20	\$20.00	\$25.00
960 kbps	\$1,632.00	\$20.00	\$25.00
1024 kbps	\$1,740.80	\$20.00	\$25.00

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